

DEPARTMENT OF INDUSTRIAL RELATIONS
 Division of Labor Statistics and Research
 455 Golden Gate Avenue, 8th Floor
 San Francisco, CA 94102

MAILING ADDRESS:
 P. O. Box 420603
 San Francisco, CA 94142-0603



**IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES
 REGARDING CHANGES TO THE
 DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT OF #ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER AND TECHNICIAN

Issue Date: June 9, 2004 (This interim prevailing wage determination applies to public works projects advertised for bids on or after June 19, 2004)

Locality: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.

Expiration Date: November 30, 2004** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for the specific rates at (415) 703-4774.

<u>Craft</u>	<u>Basic Hourly Rate</u>	<u>Employer Payments</u>					<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>		
		<u>Health and Welfare</u>	<u>a Pension</u>	<u>Vacation and Holiday</u>	<u>Training</u>	<u>b Other</u>	<u>Hours</u>	<u>Total Hourly Rate</u>	<u>Daily</u>	<u>Saturday</u>	<u>Sunday/ Holiday</u>
Electrician:											
Communications & Systems Installer	\$24.57	\$4.45	\$2.85	-	\$0.65	\$0.28	8	\$33.54	\$46.255 ^c	\$46.255 ^c	\$58.97
2 nd Shift	\$25.32	\$4.45	\$2.85	-	\$0.65	\$0.29	8	\$34.32	\$47.42	\$46.255	\$58.97
3 rd Shift	\$25.57	\$4.45	\$2.85	-	\$0.65	\$0.29	8	\$34.58	\$47.81	\$46.255	\$58.97
Communications & Systems Technician	\$27.98	\$4.45	\$2.85	-	\$0.65	\$0.30	8	\$37.07	\$51.55 ^c	\$51.55 ^c	\$66.03
2 nd Shift	\$28.73	\$4.45	\$2.85	-	\$0.65	\$0.30	8	\$37.84	\$52.72	\$51.55	\$66.03
3 rd Shift	\$28.98	\$4.45	\$2.85	-	\$0.65	\$0.30	8	\$38.10	\$53.10	\$51.55	\$66.03

** The following increases apply to projects advertised for bids on or after June 19, 2004:

Communications & Systems Installer - effective December 1, 2004, there will be a \$1.45 allocation to wages and or employer payments. Effective December 1, 2005, there will be a \$1.55 allocation to wages and or employer payments.

Communications & Systems Technician - effective December 1, 2004, there will be a \$1.65 allocation to wages and or employer payments. Effective December 1, 2005, there will be a \$1.76 allocation to wages and or employer payments.

Indicates an apprenticeable craft. Please refer to the corresponding interim apprentice schedule issued on June 9, 2004, for the above counties and craft.

a) In addition, an amount equal to 3% of the basic hourly rate is added to the daily and overtime hourly rate for NEBF.

b) Includes an amount equal to 0.5% of the basic hourly rate, which is factored at the applicable overtime multiplier for the Administrative Maintenance Fund.

c) Rate applies to the first 4 daily overtime hours and the first 8 hours worked on Saturday. All other time is paid at the Sunday and Holiday overtime hourly rate.

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**IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES
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 DIRECTOR'S GENERAL PREVAILING WAGE APPRENTICE SCHEDULES**

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF ELECTRICIAN: COMMUNICATIONS & SYSTEMS INSTALLER AND TECHNICIAN

Issue Date: June 9, 2004 (This interim apprentice schedule applies to public works projects advertised for bids on or after June 19, 2004)

Locality: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.

Journeyman Determination Reference: Please refer to the corresponding interim prevailing wage determination issued on June 9, 2004 for the above craft and counties.

PERIODIC WAGE PERCENTAGE PROGRESSIONS

EMPLOYER PAYMENTS

Craft	a 1st	a 2nd	a 3rd	a 4th	a 5th	a 6th	Health & Welfare	b Pension	Vacation/ Holiday	Training	c Other
Electrician: Communications & Systems Installer and Technician	55%	60%	65%	70%	80%	90%	Full	Full	None	Full	Full

(a) The duration per period is 800 hours.

(b) In addition, an amount equal to 3% of the basic hourly rate is added for the National Employees Benefit Board.

(c) To obtain information on employer payments contact the Division of apprenticeship Standards at (415) 703-4920.

Note: Full means that the apprentice receives this employer payment at an amount equal to the journeyman.



SCOPE OF WORK PROVISIONS

FOR

ELECTRICIAN:
COMMUNICATIONS & SYSTEMS INSTALLER
COMMUNICATIONS & SYSTEMS TECHNICIAN

IN

ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE,
MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN
FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ,
SOLANO, AND SONOMA COUNTIES

**The 9th District Agreement & Northern California &
Northern Nevada Addendum No. 2
Sound & Communications Agreement**

**Between The International Brotherhood of Electrical Workers
& The National Electrical Contractors Association
December 1, 2003 through November 30, 2006**

The Northern California and Northern Nevada Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California and Northern Nevada Addendum Number Two.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

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SCOPE

(Refer to Addendum for any regional changes)

The work covered by this Addendum may be performed within the geographical jurisdiction of the following Local Unions: 6, 100, 180, 234, 302, 332, 340, 401, 551, 595, 617, and 684.

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS *

1. Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

D. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

F. Under the terms of this addendum the following "SCOPE" Language has been agreed to by the parties and is allowed as quoted from the National VDV Agreement.

SCOPE (From the VDV National Agreement)

The work covered by this Agreement shall include the installation, testing, service and maintenance, of all VDV systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground

music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

I. This agreement specifically includes the following work:

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

C. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

D. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

E. FIRE ALARM SYSTEMS INCLUDING INSTALLATION, WIRE PULLING, AND TESTING, WITH THE FOLLOWING CONDITIONS:

Fire Alarm Systems shall be installed by inside wiremen at the current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the Inside wage and fringe benefit rate contained in the Site Local Union agreement shall be paid on major remodel and new construction projects, and the work shall be performed under this agreement by Inside Wiremen referred from the Site Local Union. In those areas where there is no mutual agreement, the parties shall submit the issue to the IBEW International Vice President and the NECA Executive Regional Director who have jurisdiction over the site where the work is to be performed for a determination as to whether a

job or class of jobs shall be installed by technicians under the terms and conditions of this agreement. If they are unable to agree, the Inside Wireman's rate of pay in the Site Local Union shall apply and the work shall be installed under this agreement by Inside Wireman. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the Local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

F. VDV SUPPORT SYSTEMS SUCH AS DATA-TRACK, INNERDUCT, OR SIMILAR TYPE RACEWAYS AND LADDER RACK INTENDED SPECIFICALLY FOR THE ABOVE LISTED SYSTEMS.

II. This Agreement specifically excludes the following work:

- A. Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Agreement except for those listed in Item I.F, above. Chases, sleeves and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.**
- B. The complete installation of non-integrated Energy Management Systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Agreement.**
- C. Life Safety Systems (not intrinsic to nurse call systems listed in Item I.A, above) shall be excluded from this Agreement**
- D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).**

Nothing contained in this SCOPE or any other section of this agreement shall prevent, a contractor who is signatory to an Inside Agreement in the jurisdiction of the Site Local Union from

performing VDV work under the terms and conditions of that Inside Agreement.

This concludes the reference to the VDV National Agreement

Under the terms of this addendum the following "SCOPE" Language has been agreed to by the parties and is allowed as quoted from the National VDV Agreement.

II. This Agreement specifically excludes the following work:

A. Raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

B. Energy management systems

C. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) in the Northern California, Northern Nevada Addendum No. 2 shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety System may be performed under this Agreement. Except in San Francisco, when required by the manufacturers that distribute through authorized dealerships and franchises or required by specification terminating, programming, testing and start-up may be performed under this Agreement.

D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

E. *Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades construction.

2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual Agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

F. The parties to this agreement recognize that the Scope of Work in this agreement is subject to local addendum; especially in the areas of integrated energy management and life safety systems. In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

MANAGEMENT REPRESENTATIVES LABOR REPRESENTATIVES

2 communication contractors	2 senior technicians
2 electrical contractors	2 electricians
2 NECA Chapter Managers	2 IBEW Business Managers

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendums. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.

MEMORANDUM OF UNDERSTANDING - SCOPE OF WORK

The San Francisco Electrical Contractors Association, Inc. and Local Union No. 6 of the International Brotherhood of Electrical Workers agree that fire alarm systems as defined on Page 1 of the 9th District Sound & Communications Agreement regarding Scope of Work have historically been performed by Inside Wiremen with the city and County of San Francisco and, therefore, shall be performed, as defined, at the current Inside Wage and Fringe rate. It is further agreed that Life Safety Systems which apply to all buildings having floors located more than 75 feet above the lowest floor level having building access are not fire alarm systems and are not covered by the scope of the 9th District Sound and Communications Agreement. The undersigned agree to review this Memorandum when there is a new Sound and Communication Agreement.



HOLIDAY PROVISIONS

FOR

**ELECTRICIAN:
COMMUNICATIONS & SYSTEMS INSTALLER
COMMUNICATIONS & SYSTEMS TECHNICIAN**

IN

**ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE,
MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN
FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ,
SOLANO, AND SONOMA COUNTIES**

**The 9th District Agreement & Northern California &
Northern Nevada Addendum No. 2
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**Between The International Brotherhood of Electrical Workers
& The National Electrical Contractors Association
December 1, 2003 through November 30, 2006**

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Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

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The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

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third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

Section 3:06. A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

Section 3:07. Holidays, (a) New Year's Day; Martin Luther King Jr. Birthday, observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, the 4th of July; the Friday before Labor Day and Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November, and the day after Thanksgiving Day (Friday); and Christmas Day, December 25th.

When Holidays fall on a Saturday, they shall be celebrated on the previous Friday. When Holidays fall on a Sunday, they shall be celebrated on the following Monday.

(b) When overtime is required by the employer, the employee shall receive a one-half (1/2) hour meal period after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one half (1/2) hour meal period when overtime is required beyond that four (4) hour period.

Section 3:08. Travel Reimbursement. (a) In this addendum, wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICIAN:
COMMUNICATIONS & SYSTEMS INSTALLER
COMMUNICATIONS & SYSTEMS TECHNICIAN

IN

**ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE,
MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN
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third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

Section 3:06. A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

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When Holidays fall on a Saturday, they shall be celebrated on the previous Friday. When Holidays fall on a Sunday, they shall be celebrated on the following Monday.

(b) When overtime is required by the employer, the employee shall receive a one-half (1/2) hour meal period after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one half (1/2) hour meal period when overtime is required beyond that four (4) hour period.

Section 3:08. Travel Reimbursement. (a) In this addendum, wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an

employer-furnished vehicle, travel expense shall be paid in accordance with the following schedule.

36 - 45 road miles	\$6.00 per day
46 - 55 road miles	\$11.00 per day
56 - 64 road miles	\$16.00 per day
65 + road miles	\$16.00 per day plus \$7.00 per hour starting at the 65th mile

Mileage shall be computed from the job site to the closer of the employee's residence or the employer's normal place of business. Parking and bridge tolls paid if employees have to move personal vehicle during working hours.

Mileage Computation

The determination for actual miles driven in a personal vehicle, as outlined above, shall be calculated by the utilization of an internet based mapping software program that has been jointly agreed to by the parties to this addendum. The method of calculation shall involve the "quickest" route.

(b) In this addendum, when workmen covered by the terms of this Agreement are ordered to report directly to a job site in a personal vehicle, they shall receive travel expense in accordance with the above schedule and mileage expense at the published IRS rate for those miles traveled which exceed 35 road miles in each direction.

(c) In this addendum, when it becomes necessary that an employee remain away overnight from the Employer's place of business, at the direction of the Employer, then such employee shall receive either the round trip mileage expense as set forth under Section 3.08 above or the actual expenses incurred in such transportation required, whichever is less. Additionally, such employees remaining away overnight, at the Employer's direction, shall receive reimbursement for such food and lodging expense incurred and supported by appropriate receipts not to exceed \$80.00 per day.

(d) Employees shall not use their personal vehicle to transport employer tools or material.



SHIFT PROVISIONS

FOR

**ELECTRICIAN:
COMMUNICATIONS & SYSTEMS INSTALLER
COMMUNICATIONS & SYSTEMS TECHNICIAN**

IN

**ALAMEDA, CONTRA COSTA, DEL NORTE, HUMBOLDT, LAKE,
MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN
FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ,
SOLANO, AND SONOMA COUNTIES**

Note: The shift provisions provided in the following pages provide the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift. Any provision limiting the work hours for a particular type of work will not be enforced on public works.

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December 1, 2003 through November 30, 2006**

The Northern California and Northern Nevada Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California and Northern Nevada Addendum Number Two.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

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Employer who as of the effective date of this Agreement is operating under an existing payroll system that provides for semimonthly or biweekly payment of wages. The Employer shall be allowed to continue under that arrangement during the term of this Agreement. Wages and fringe benefits shall be as specified in Schedule 2-A and 2-B, attached to the Addendum.

The union shall notify the employer of the allocation of any scheduled increase thirty (30) days prior to the effective date. Failure to do so would result in the total increase put to wages.

Section 3:04. Shift work. When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

(a) The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

(b) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M.. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 1/2) hours work.

(c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m.. Workmen on the "grave-yard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work.

(d) When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the employee and employer, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is anytime after 2:30 p.m. Employees shall receive a minimum of eight (8) hours pay at the regular hourly rate plus ten percent (10%) regardless of the hours worked. Such written request shall be provided to the Union.

(e) A lunch period of thirty (30) minutes shall be allowed on each shift.

(f) All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

(g) There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

(h) There shall be no requirement for a day shift when either the second or third shift is worked.

Under this addendum the terms of the National VDV Shift work clause may be used:

When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. with a one-half hour lunch period. Workers on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate.

The second shift (swing shift) shall be worked between the hours of 4:00 p.m. and 12:30 a.m. with a one-half hour lunch period. Workers on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$.75) seventy-five cents per hour.

The third shift (graveyard shift) shall be worked between the hours of 12:00 a.m. and 8:30 a.m. with a one-half hour lunch period. Workers on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate, plus an additional (\$1.00) one dollar per hour.

A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the shift hourly rate which includes the shift premium of \$.75 on the second shift and \$1.00 on the third shift.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or

third shift is worked. Any shift starting time, as outlined in this section may be varied by up to two (2) hours.

Section 3:05. The Employer shall deduct and forward to the Financial Secretary of the home local Union, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved home Local Union By-Laws. Such amount shall be certified to the Employer by the home Local Union upon request by the Employer.

Section 3:06. A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

Section 3:07. Holidays, (a) New Year's Day; Martin Luther King Jr. Birthday, observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, the 4th of July; the Friday before Labor Day and Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November, and the day after Thanksgiving Day (Friday); and Christmas Day, December 25th.

When Holidays fall on a Saturday, they shall be celebrated on the previous Friday. When Holidays fall on a Sunday, they shall be celebrated on the following Monday.

(b) When overtime is required by the employer, the employee shall receive a one-half (1/2) hour meal period after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one half (1/2) hour meal period when overtime is required beyond that four (4) hour period.

Section 3:08. Travel Reimbursement. (a) In this addendum, wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an